

Effective: October 24, 2016

## MANAGED SERVICES – NETWORK CONNECTIVITY – DARK FIBRE SERVICE DESCRIPTION

This Service Description describes the Dark Fibre service provided by Equinix using a network service provider.

This Service Description should be read in conjunction with the Terms and Conditions of the applicable Order.

### 1. Dark Fibre Services

- 1.1 The Dark Fibre Services (“**Dark Fibre**”) are only directly available from individual Equinix IBXs, unless otherwise agreed with Equinix and specified in an Order.
- 1.2 If agreed in an Order, Equinix shall provide private, dedicated Dark Fibre, physically and/or ‘logically’, either:
- a) between racks in two separate IBXs where those racks are provided to the Customer as part of its Colocation Services; or
  - b) between a Customer rack being provided as part of its Colocation Services, and a specific non-Equinix location agreed in an Order; where (a) and (b) are, separately, “**Dark Fibre Circuits**”.

The ports for Dark Fibre Circuits are provided on a resilient or non-resilient service basis; if an Order is silent, the ports (and path) for the relevant Circuit will be non-resilient. For the avoidance of doubt, connectivity within one IBX can be provided as a Cross-Connect (as part of Colocation Services), but not as a Circuit.

- 1.3 Dark Fibre is provided on G652 Fibre which is also known as standard Singlemode fibre.
- 1.4 The Dark Fibre can be presented on SC/PC, FC/PC or LC Connectors stipulated on the Order.

### 2. Installation

- 2.1 Dark Fibre may be installed within the IBX in one of the following two ways:
- a) “**Plug and Play**”
  - b) A bespoke installation method specified on an Order (together, the “**Installation Methods**”).
- 2.2 If the Order does not specify an Installation Method and/or the Customer does not respond within 48 hours to a request from Equinix for required Installation Method details, Equinix reserves the right to opt for what it considers to be a suitable Installation Method. Equinix also reserves the right to charge the Customer a second installation fee should the Customer wish the Dark Fibre to be re-installed with a different Installation Method at a later date (regardless of whether the Customer specified its preferred initial Installation Method in an Order or otherwise).
- 2.3 For the avoidance of doubt, if an Order for Dark Fibre specifies an installation fee for the initial installation of the Dark Fibre, separate procurement of a cross connect and payment of a cross connect service fee is not required for that initial installation (but such fees would still be payable for any subsequent re-installation or re-configuration requested by the Customer).

### **3. Customer Dependencies**

- 3.1 Where Equinix is providing Dark Fibre in accordance with paragraphs 1.1 and 1.2, upon reasonable request by Equinix, the Customer must: i) allow Equinix or a subcontractor access to the Customer's relevant offices or IBX space in order to enable Equinix to install and test the relevant Dark Fibre Circuit; and ii) if required for installation or troubleshooting purposes, allow engineers to conduct a dual direction OTDR test attenuation tests/ or other applicable tests during different periods to ensure degradation of the Dark Fibre service is diagnosed.
- 3.2 The Customer must have Licensed Space in the Equinix IBX from which the Customer is ordering the Dark Fibre.
- 3.3 The Customer must provide Equinix with sufficient evidence of any degradation of the Dark Fibre service, in order for Equinix to troubleshoot any problem with the Dark Fibre.

### **4. Planned Works**

- 4.1 As soon as practicable, Equinix shall inform the Customer of any planned works that Equinix believe may affect the Dark Fibre services.
- 4.2 Equinix shall endeavour to provide the Customer with 14 days written notice for any planned works. Notification of planned works shall include information on time, place, date and duration of the works which are normally provided by the different 3<sup>rd</sup> party network service providers (“NSP”).
- 4.3 Where emergency works are required by the NSP, Equinix shall give the Customer as much notice as reasonable practicable. In such cases, Equinix will work together with the Customer and the NSP to mitigate any disruption to the Customer.

### **5. Service Levels**

- 5.1 Equinix's target time to repair a Dark Fibre fault is 10 Hours, including the respective cross connects. Service Credits shall be payable in accordance with the table below:-

<b>Service Credits</b>	<b>In excess of typical restoration time of 10 hours</b>	<b>In excess of restoration time of 17 hours</b>	<b>In excess of restoration time of 24 hours</b>
Amount Payable for each complete hour until the dark fibre Fault Closure	£40	£80	£160

### **6. Incident Resolution**

- 6.1 In the event of an incident affecting the Dark Fibre provided to the Customer, Equinix will use reasonable endeavours to resolve the issue as soon as practicable, where it is within Equinix's control to do so.
- 6.2 Equinix will be responsible for coordinating all testing and repair work relating to the Dark Fibre Service and any cross connects supplied by Equinix.



- 6.3 The Customer shall notify Equinix of an incident affecting the Dark Fibre as soon as reasonably practicable after the Customer is aware of it.
- 6.4 The Customer shall raise a ticket and request support in accordance with the Managed Services Support Service Description document which can be found on <http://www.equinix.com/resources/product-documents/>.
- 6.5 Any time spent by Equinix investigating or resolving an incident, where such incident has not arisen as a result of a fault by Equinix, shall be charged as Smart Hands.